Form P55 rm

Commonwealth Title Insurance Company

TACOMA, WASHINGTON
CAPITAL $175,000.00
Reinsured by WASHINGTON TITLE INSURANCE COMPANY

PURCHASER'S POLICY

POL. NO. . 134 647
AMOUNT . $ 20,300.00
PREMIUM . $ 91.50

For value, COMMONWEALTH TITLE INSURANCE COMPANY, hereinafter called the company, a corporation incorporated under the laws of the State of Washington and duly authorized by the State Insurance Commissioner to insure titles, does hereby insure, subject to the annexed conditions, hereby made a part of this policy,

WALTER L. HUBER AND VERNA L. HUBER, husband and wife,

representatives (if a corporation, its successors) and assigns, hereinafter called the insured, against loss or damage not exceeding **TWENTY THOUSAND THREE HUNDRED AND NO/100 DOLLARS,** which the insured may sustain by reason of any defect in the title of

WALTER R. BENNETT AND ALICE A. BENNETT, husband and wife,

hereinafter referred to as the seller, to all the estate or interest in the premises specified and described in Schedule A, hereto annexed and hereby made a part of this policy, or by reason of liens or encumbrances charging the same, at the date of this policy, save and except this policy does not insure against loss or damage by reason of any estate or interest, defect, lien, encumbrance or objection noted in annexed Schedule B, which is a part hereof. Any loss under this policy is to be established in the manner provided in said conditions and shall be paid upon compliance by the insured with and as prescribed in said conditions, and not otherwise.

EXECUTED under the seal of the Company
February 27, 1957, at eight A.M.

Commonwealth Title Insurance Company

COMMONWEALTH TITLE INSURANCE COMPANY CORPORATE SEAL 1926 TACOMA, WASH.

By [signature] *President.*

Attest: [signature] *Assistant Secretary.*

FOR VALUE, WASHINGTON TITLE INSURANCE COMPANY, *a Washington corporation, does hereby reinsure the foregoing contract of insurance, this reinsurance contract being for the direct benefit of both the insurer and the insured under the said contract. Dated of even date with the foregoing contract.*

WASHINGTON TITLE INSURANCE COMPANY

WASHINGTON TITLE INSURANCE COMPANY INCORPORATED SEAL 1911

By [signature] *President.*

Attest: [signature] *Assistant Secretary.*

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Form P55 rm

Washington Title Insurance Company

TACOMA, WASHINGTON
CAPITAL $175,000.00

Reinsured by WASHINGTON TITLE INSURANCE COMPANY

PURCHASER'S POLICY

POL. NO. 134 647
AMOUNT $ 20,200.00
PREMIUM $ 91.50

For value, COMMONWEALTH TITLE INSURANCE COMPANY, hereinafter called the company, a corporation organized under the laws of the State of Washington and duly authorized by the Commissioner to insure titles, does hereby insure, subject to the annexed conditions, hereby made a part of this policy,

WALTER L. HUBER AND VERNA L. HUBER, husband and wife,

hereinafter called the insured, against loss or damage not exceeding TWENTY THOUSAND THREE HUNDRED AND NO/100 DOLLARS,

which the insured may sustain by reason of any defect in the title of

WALTER R. BENNETT AND ALICE A. BENNETT, husband and wife,

hereinafter referred to as the seller, to all the estate or interest in the premises specified and described in Schedule A, hereto annexed and hereby made a part of this policy, or by reason of liens or encumbrances charging the same, at the date of this policy, save and except this policy does not insure against loss or damage by reason of any estate or interest, defect, lien, encumbrance or objection noted in annexed Schedule B, which is a part hereof. Any loss under this policy is to be established in the manner provided in said conditions and shall be paid upon compliance by the insured with and as prescribed in said conditions, and not otherwise.

EXECUTED under the seal of the Company
February 27, 1957, at eight A.M.

By _____ President.
Attest: _____ Assistant Secretary.

FOR VALUE, Washington Title Insurance Company, a Washington corporation, does hereby reinsure the foregoing contract of insurance, this reinsurance contract being for the direct benefit of both the insurer and the insured under the said contract. Dated of even date with the foregoing contract.

WASHINGTON TITLE INSURANCE COMPANY

By _____ President.
Attest: _____ Assistant Secretary.

FORM P-138

PURCHASER'S

POL. NO. . . . 134 647

SCHEDULE A

1. The estate or interest of the seller covered by this policy.

Fee simple estate.

2. The premises in which the seller has the estate or interest covered by this policy.

IN THE COUNTY OF PIERCE, STATE OF WASHINGTON

Lots 3 and 4, Block 2, Westgate Second Addition, according to plat recorded in book 16 of plats at page 21.

PURCHASER'S

POL NO. 134 647

1. The estate or interest of the seller covered by this policy:

Fee simple estate.

2. The premises in which the seller has the estate or interest covered by this policy:

IN THE COUNTY OF PIERCE, STATE OF WASHINGTON

Lots 3 and 4, Block 2, Westgate Second Addition,
according to plat recorded in book 16 of plats
at page 21.

POL. NO. 134 647

SCHEDULE B

This policy does not insure against:

1. Questions of location, boundary and area; overlaps and encroachments by improvements belonging to these or adjoining premises; all dependent upon actual survey for determination.
2. The existence of roads or ways not established of record, or existence of county roads.
3. Rights or claims of persons in possession, not shown of record; rights claimed under instruments of which no notice is of record and rights or claims based upon facts of which no notice is of record but of which the insured has notice; material or labor liens of which no notice is of record; liens created under the Workmen's Compensation Act.
4. Exceptions and reservations in United States patents; any governmental action based upon the claim that any part of said premises is the bed of navigable waters; action by any governmental agency for the purpose of regulating occupancy or use of said premises or any building or structure thereon.
5. General taxes not yet payable; matters relating to special assessments and special levies, if any, preceding the same becoming fixed and shown as a lien.
6. Any unpaid charges for water, sewer or electric service furnished to said premises by a city, town or district, or for installation of any such services.

7. General taxes for 1957 payable in the sum of $409.24.

8. Mortgage dated January 26, 1954, to secure payment of $16,000.00 and interest; recorded January 27, 1954 in Book 736 of Mortgages at page 305, under Auditor's Fee No. 1673238, records of Pierce County, Washington. Executed by Walter R. Bennett and Alice A. Bennett, husband and wife, to W. H. Opie & Company, a corporation. L 2
ASSIGNED to New York Life Insurance Company, a New York corporation, by assignment dated February 2, 1954, recorded February 3, 1954 under Auditor's Fee No. 1673714, records of said county. L 4

9. Right of the public to make necessary slopes for cuts or fills upon said premises in the reasonable original grading of streets, avenues, alleys and roads, as dedicated in the plat. E 9

10. Restrictions contained in the plat recorded in the office of the Auditor of Pierce County, Washington, a copy of which is attached hereto and made a part of this policy. R 4

(End of Schedule B)

(End of Schedule B)

Conditions of the Policy

1. NOTICE OF DEFECT, SUIT OR ACTION: The Company shall have the right to, and will, at its own cost, defend the insured in all suits, actions or proceedings founded upon a claim of title, encumbrance or defect which existed or is claimed to have existed prior in date to this policy and not excepted herein; reserving, however, the option at any time of settling the claim or paying the policy in full. In case any such suit, action or proceeding shall be instituted it shall be the duty of the insured at once to give notice thereof in writing to the company at its Home Office, and, if the insured is a party to such suit, action or proceeding, to secure to the company, within ten days after service of the first process upon the insured, the right to defend such suit, action or proceeding in the name of the insured so far as necessary to protect the insured, and to render all reasonable assistance in such defense. If such notice shall not be given, or the right to defend secured, as above provided, then all liability of the company with regard to the subject matter of such suit, action or proceeding shall cease and be determined; provided, however, that failure to give such notice shall in no case prejudice the insured if the insured shall not have any knowledge of such suit, action or proceeding.

2. CLAIM OF LOSS; PAYMENT OF LOSS: In the event of final judicial determination by a court of competent jurisdiction, under which the insured is dispossessed or deprived of the premises covered hereby or the estate or interest insured is impaired by reason of any adverse interest, lien or encumbrance not excepted herein, or, if this policy covers a mortgagee's interest, and such final judicial determination shall defeat or impair the mortgagor's title to all or any part of said premises or establish the priority to the mortgage of a lien or encumbrance not excepted in this policy, claim may be made hereunder, provided the conditions have been complied with in all respects. A statement in writing of any loss or damage, for which it is claimed the company is liable under this policy, shall be furnished to the company within sixty days after such loss or damage shall have been ascertained. No right of action shall accrue under this policy until thirty days after such statement shall have been furnished and no recovery shall be had under this policy unless an action shall have been commenced thereon within one year after the expiration of said thirty days.

3. LIMIT OF LIABILITY; SUBROGATION: The Company may at any time pay this policy in full, whereupon all liability of the company shall terminate. The total liability under this policy, exclusive of costs (the costs not including in any case fees of counsel or attorneys employed by the insured), shall in no case exceed the face of the policy, and every payment by the company shall reduce the policy by the amount paid. When the company shall have paid a loss under this policy it shall be subrogated to all rights and remedies which the insured may have against any person or property with respect to such claim, or would have if this policy had not been issued, and the insured shall forthwith transfer all such rights to the company accordingly. If the payment made by the company does not cover the loss of the insured, such subrogation shall be proportionate. In case this policy covers a mortgagee's interest only, the company may pay the insured the entire mortgage indebtedness, with interest at the rate specified in the mortgage, and thereupon the insured shall assign and transfer to the company the mortgage and the indebtedness secured thereby, together with all instruments evidencing or securing the same, or shall convey to the company any estate lawfully vested in the insured by virtue of acquisition of said premises, and all liability of the company shall thereupon terminate. Demand for payment must be accompanied by production of the policy for endorsement of such payment. If the policy be not so produced, indemnity satisfactory to the company must be furnished.

4. *REFUSAL TO PURCHASE ESTATE*: The Company shall not be liable for any loss or damage resulting from the refusal of any party to enter into, or carry out, any contract respecting the estate or interest insured.

5. LIABILITY UNDER MORTGAGEE'S POLICY: If this policy covers a mortgagee's interest only and any insured acquires said premises, or any part thereof, by foreclosure, or in other legal manner, in satisfaction of said indebtedness, or any part thereof, or under FHA insurance contract, this policy shall continue in force in favor of such insured, and each successor in interest in ownership, subject to all of the conditions hereof applicable to an owner of land.

6. ASSIGNMENT OF POLICY: The obligations of the Company under this policy shall extend to the Insured above named; to anyone to whom this policy may be assigned in writing endorsed hereon; to the executors, administrators, heirs and devises of the Insured; and to any assignee of any mortgage which may be insured by this policy. The "Insured," when heretofore mentioned, refers to each party separately to whom the Company is, at the time referred to, obligated under the terms of this policy.

Restrictions for Westgate Second Addition contained in plat recorded October 6, 1952, under Auditor's Fee No. 1635853, records of Pierce County, Washington, as follows:

1. These covenants are to run with the land and shall be binding on all parties hereto and all persons claiming under them. After January 1, 1975 any or all of said restrictive covenants may be removed by filing with the Auditor of Pierce County written consent to such removal signed by the owners of eighty per cent of the property in said addition.

2. If the parties hereto, or any of them or their heirs or assigns shall violate or attempt to violate any of the covenants herein it shall be lawful for any other person or persons owning any real property included in this agreement to prosecute any proceeding at law or equity against the person or persons violating or attempting to violate any such covenant and either to enjoin him or them from so doing or to recover damages or other dues for such violation.

3. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

4. All lots embraced herein shall be known and designated as residential lots and shall be used and occupied for residential purposes only. Regardless of the absence of city zoning restrictions, no business, trade or profession of any kind shall be carried on upon any lot embraced herein.

5. No structure shall be erected, altered, placed or permitted to remain on any building plot other than one detached single-family dwelling, a private garage and other out-buildings incidental to residential use of the plot.

6. No sign of any kind shall be displayed to the public view on any lot except one professional sign per lot of not more than one square foot, one sign of not more than three square feet advertising the property for sale or rent, or signs commonly used by builders to advertise the property during construction.

7. No lot or lots shall be subdivided into building plots containing a lesser area than 5000 square feet.

8. No trailer, tent, shack or barn shall be erected, permitted or maintained, nor used as a residence temporarily or permanently on any lot.

9. No animals or fowl of any kind shall be kept on any premises within said addition, except in strict conformity with regulatory ordinances and zoning regulations of the City of Tacoma which shall at the time be applicable to the most restrictive residential district or area within the City, whether or not such ordinances or regulations shall be in effect in said addition.

Commonwealth Title Insurance Company

COMMONWEALTH TITLE COMPANY
AGENT
W. R. RUST BUILDING
TACOMA 2, WASHINGTON

2123 No. WINNIFRED